

Central Clinton CSD

Central Food Serv. Assn.

7/1/2006

6/30/2009

CENTRAL CLINTON CSD/ 06-09
CENTRAL FOOD SERVICE ASSN.

MASTER CONTRACT

Between

**THE CENTRAL COMMUNITY NUTRITION
SERVICES ASSOCIATION**

and

**THE CENTRAL COMMUNITY SCHOOL
BOARD OF DIRECTORS**

for the School Years

2007-09

(YEAR 2006-07)

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Area I: Relationships

Article 1: RECOGNITION

The employer recognizes the Central Community Food Service Association as the certified, exclusive, and sole collective bargaining representative of all employees as follows:

INCLUDED: Managers, Head Cooks, Head Bakers, Cooks, General Food Service Workers

EXCLUDED: All other employees, substitutes, and all those excluded in Section 4 of the Act.

Article 2: ASSOCIATION RIGHTS

The Association shall have the right to hold meetings on school district property after regular school hours, provided that such meetings in no way interfere with any aspect of the instructional or activity program. Any out-of-pocket expenses to the district resulting from such meetings will be borne by the Association, as appropriate, and within the provisions of school district policy. Such meetings will be scheduled with the Food Service Director, where they shall be held and subject to his/her approval.

The Association shall be provided with bulletin board space in each school.

Article 3: EMPLOYER RIGHTS

The Board of Directors of the Central Community School District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the Central Community School District.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Central Community School District operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Central Community School District.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Board of Directors of the Central Community School District by law.

Article 4: OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee,

the district payroll officer shall deduct from the salary of said employee and make appropriate remittances for:

Tax Sheltered Annuities: A program of payroll deductions shall be maintained by the school district. The addition of any new insurance company, after September 1, 1975, shall be subject to the approval of the Board.

Gateway United Fund: A program of payroll deductions shall be maintained by the school district for any employee who may wish to authorize this deduction.

Personal Insurance: The employee may have payroll deductions for personal insurance for auto, household, life, and health care.

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all other payroll deductions now or ever placed in effect.

Article 5: SAFETY PROVISIONS

The employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report such unsafe practices, equipment, or

conditions to their immediate supervisor.

Food Service personnel shall have a physical examination upon initial employment and the District will pay up to \$50.00 toward that physical examination.

Area II: Procedures

Article 6: VOLUNTARY TRANSFERS

Employees who desire a transfer to another building may file a written request with the Superintendent of Schools on such form as may be provided by the employer. The application shall be reviewed by the Superintendent.

The Employer will announce, by notification on the bulletin boards, the known existing full time openings for non-certificated employees as they occur. The openings shall be listed by location. This article shall apply to all openings, except those vacancies resulting from retirements when the employee retiring requests confidentiality. The employee will have no longer than fourteen (14) days within which to respond to posted openings with a written request for a voluntary transfer.

During the summer months, known existing full time openings for non-certificated employees that will be available for the following school year will be maintained in the office of the Superintendent, and a list of such openings will be provided to the employee upon their request.

If more than one employee applies for the same position under the above conditions, the determination of the successful candidate shall be made by using the following criteria in the order listed: skill, ability, and competence of the employee; when the skill, ability, and competence are equal, then seniority in the food service department of the Central Community School District shall be the determining factor.

Article 7: INVOLUNTARY TRANSFERS

Involuntary transfers, between buildings, shall not be made for arbitrary and capricious reasons.

The Food Service Director shall notify the employee in writing of the pending transfer and the reasons.

Transfers which have been initiated by the employer after the beginning of a contract year will not be effective until written notification, including the reasons, has been made to the employee, and a personal conference has been held between the Employer and the employee.

At the end of the contract year in which the involuntary transfer occurred, the employee may apply for a voluntary transfer.

Article 8: STAFF REDUCTION

When, in the sole, exclusive and final judgment of the Board of Education of the Central

Community School District, decline in enrollment, reduction of program or any other reason requires reduction in staff, the Administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality Food Service program possible, the Administration shall base its decision as to resulting contract renewals on the following criteria in the order listed: skill, ability, and competence of the employee; when the skill, ability, and competence are equal, then seniority in the food service department of the Central Community School District shall be the determining factor.

Article 9: GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an alleged violation of a specific article or section of this agreement.

Section 2. (a) Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.

(b) The failure of an employee to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee.

Section 3. (a) First Step:

An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and the building administrator or supervisor within five (5) school days of the occurrence of the grievance.

(b) Second Step:

If the grievance cannot be resolved informally, the aggrieved shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the building administrator or supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement which are alleged to have been violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The building administrator or supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent

within five (5) school days after receipt of the written grievance.

(c) Third Step:

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved shall file, within five (5) school days of the building administrator's or supervisor's written decision at the second step, a copy of the grievance with the Superintendent or his designee. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his designee, who shall not be the building administrator or supervisor named as respondent to the original complaint, shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third-step grievance meeting and shall communicate it in writing to the aggrieved and the building administrator or supervisor.

(d) Fourth Step:

If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial binding arbitration. The aggrieved may submit, in writing, a request for binding arbitration to the Superintendent or his designee within thirty (30) days from the receipt of the answer in the third step, to enter into such arbitration. The arbitration proceeding shall be

conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternatively strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator.

Expenses for the arbitration procedure shall be borne equally by the school district and the aggrieved.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding the issue or issues presented to him in writing by the school district and the aggrieved, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

Section 4. If any employee in the bargaining unit files any complaint in any form other than under the Grievance Procedure of this agreement, the School District shall not be required to process that same claim or set of facts

through the Grievance Procedure herein established.

AREA III: EMPLOYMENT

Article 10: WORK DAY

The work day for non-certified employees shall be established by the area Supervisor and/or by the building principal either of whom shall designate required meetings which may require the attendance of the non-certified building staff; or by the normal extension of the school day which may occur as the result of any scheduled student activity.

Each employee who works more than four (4) continuous hours shall have included in their schedule a duty-free lunch period of at least thirty (30) uninterrupted minutes, unless an emergency situation arises.

The foregoing shall not be construed in such a way as to prohibit the Employer from directing the work of its public employees.

Article 11: WORK YEAR

The contract year for Food Service employees, other than new personnel who may be required to attend additional days of orientation, shall be established by the Area Supervisor or the district Administration.

The employee contract year shall include those days designated in the school calendar which shall be approved annually by the Board of Education, and such other days as may be assigned.

The regular work year for Food Service personnel shall include eight (8) paid holidays including: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas, Winter Break during Christmas Break (one day), New Year's Day, President's Day or another day designated by the Board*, and Memorial Day**. To be eligible for any paid holiday previously mentioned, the employee must work the immediate work day before that holiday, and the immediate work day after that holiday, or have an approved absence with pay according to the provisions of this contract and established Board policies.

* Another day in the second semester will be designated as a holiday in the event that school is in session on President's Day.

* * Memorial Day shall be a paid holiday regardless of whether the school calendar or an individual Food Service contract shall extend beyond that specific calendar day.

Article 12: TEMPORARY LEAVES

Section 1. Death Leave:
In the case of the death in the employee's immediate family (spouse, child, step-child, adopted child, father, and mother), the

employee may be granted by the Superintendent or designee three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral for a grandparent, grandchild, son-in-law, daughter-in-law, uncle, or aunt. The employee shall receive no deduction for the days granted. If additional days are needed, then good cause leave without pay may be granted.

Section 2. Funeral Leave:
In the case of the death of any other relative or friend not covered in the Death Leave provision, up to one day of absence annually may be allowed. The Superintendent, or whoever shall be his designated representative, shall have the power to extend the above provisions in any specific instance. If paid leave is not granted, then good cause leave without pay shall be granted.

Section 3. Personal Leave:
All regularly employed personnel of the school district will be provided three (3) days of Personal Leave without loss of salary or benefits the first year, four (4) days the second year if personal day is unused. The days are to be divided as follows:

1. Emergencies:

All regular salaried employees may be allowed up to three (3) days in any one fiscal year, without loss of salary, for emergency leave such as illness within the immediate family, disaster, court subpoena, or other necessary court appearance, and other circumstances recognized as emergencies by the Superintendent, or designated representative, and chargeable against this personal leave category. (Illness within the immediate family is interpreted to mean hospital illness or with written doctor's statement of serious illness.) Immediate family in this section is defined as spouse, children, parents, and household members.

2. Business:

A business leave includes absences not covered in the emergency leave provision, such as legal business, i.e., settling an estate, household moving, initial military departure of a family member, or a son or daughter graduating from college. Not more than two (2) days of business leave may be charged against this personal leave category in any given year.

3. Other:

Each eligible employee may be allowed (1) day of personal leave at the discretion of the employee the first

year. If not used it may be accumulated to two (2) days the second year but no more than two (2) days in one year. This leave is not to be taken before or after a holiday or vacation day, unless approved ahead by supervisors. The reason for the leave must be stated.

Section 4. Good Cause Leaves:
Good cause leave, in addition to the leaves above, may be granted without pay at the sole discretion of the superintendent or designated representative.

Section 5. Educational and Professional:
Attendance at professional meetings or visitation at other schools is permitted at full pay, if such absence is approved by the Superintendent or designated representative. If any employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence should be signed by the Director of Food Services and filed with the Superintendent at least ten (10) days prior to the first day of anticipated absence.

All requests will be acknowledged by a letter either granting or rejecting the request. Copies will be forwarded to the employee, principal, and supervisor.

Section 6. Jury Duty:

In the absence of extraordinary circumstances, employees of the school system may be excused for jury duty with the permission of the Superintendent or designated representative. No deduction from compensation will be made during the term of jury service, provided however, that all jury fees received by such employee shall be turned over to the school district.

Section 7. Procedure:

All temporary leaves must be applied for on such form as may be provided by the employer, at least five (5) days prior to the date of the absence whenever possible. The original request must be filed with the Food Service Director and your Supervisor, or their designees. Final approval on the principal's or supervisor's decision and on any appeal shall rest with the Superintendent of Schools, whose decision will be rendered within five (5) days of the original request or by 2:00 PM on the day preceding the first leave day if the request had been made five (5) or less days in advance of the first day of the proposed absence.

If an employee expects to return from a temporary leave early, the employee must notify the building principal, supervisor, or their designees of the employee's intention by 2:00 PM on the

day previous to return. If the employee does not give the required notification of intent to return early, and a substitute subsequently reports for duty the following day, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.

Article 13: EXTENDED LEAVES OF ABSENCE WITHOUT PAY

Employees may request extended leaves of absence without pay for a period of time not to exceed one year. An employee shall file an application with the Superintendent. The application shall be reviewed by that office and will be submitted to the Board of Directors for their consideration. Extended leaves of absence may be granted for health, professional study, military service, public office, or family responsibilities which may include child nurturing.

While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. At the conclusion of the extended leave of absence the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave.

A request for early termination of the leave agreement and a reinstatement of position must be made in writing to the Superintendent. The Employer shall reserve the right to delay reinstatement. Early reinstatement would be

contingent upon an available vacancy.

An employee who is granted leave of absence for a regular school year must indicate a desire to return prior to March 1 of the following school year. Failure of the employee to make such notification will be evidence of the employee's desire to resign.

Article 14: SICK LEAVE

1. All regularly employed personnel shall be provided with 15 days of sick leave each year of employment. This sick leave shall provide that all unused leave shall accumulate to a maximum of 140 days. The employee may use up to five (5) days of sick leave for illness in the immediate family -- immediate family is defined as spouse, dependent children, and parents of the employee.

All employees who are eligible for sick leave benefits will be provided with a printed summary of each year's sick leave activity on an annual basis, prior to September 15th each year.

The Board reserves the right to request a certificate of absence from a medical doctor, which shall be acceptable only if the doctor specifically recommends that the employee should not have returned to work for a medical reason and for a specific period of time.

2. An employee must report the intention to be absent from duty to their Supervisor or

designee, at least one hour in advance of her time to report to work on the day of the absence. If possible, notification should be given earlier or on the previous day.

If any employee expects to return from a sick leave absence, the employee must notify the Supervisor, or designee of the employee's intention by 2:00 PM on the day previous to return. If the employee does not give the required notification of intent to return, and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.

3. If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused sick

leave accumulated from prior years of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein.

If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

4. All accumulated sick leave is forfeited upon termination of employment.

Area IV: Compensation and Benefits

Article 15: SALARY SCHEDULE

Section 1. All Food Service personnel shall be covered under the provisions of this contract and shall be compensated according to the following schedule

<u>2006-07</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Manager	\$11.34	\$11.49	\$11.64
Hd Cook/ Hd Baker	\$10.99	\$11.14	\$11.24
Cook	\$10.84	\$10.94	\$11.09
General Food Sve.	\$ 9.89	\$ 9.94	\$ 9.99

Longevity: 2006-07 - After 15 years - 10¢
After 20 years - 20¢

See addendum for schedules of payment for Year 2007-09 and 2008-09.

The rates in these schedules shall be applied to the first 40 hours in each work week. Overtime compensation shall be at 1 1/2 times the base rate, except that time worked on Sundays and holidays shall be at two times the base rate. Overtime shall be paid according to the provisions of the Fair Labor Standards Act.

After a present employee works five consecutive days in a higher paying position,

they will receive that wage retroactive to the first day. They will remain on their present vertical step.

Section 2. Uniform Allowance:
Employees who work 20 hours or more per normal week will be reimbursed up to \$110 per year for uniforms in 2004-06. Employees who work less than 20 hours per normal week will be reimbursed up to \$65 per year in 2004-06.

Section 3. The district shall pay the regular hourly rate of pay to seven (7) hours per day for attendance at professional meetings or extended education classes during the summer which are required by the district.

Section 4. Any employee attending a mandatory meeting, called by the Supervisor, shall be paid regular hourly wage.

Article 16: COMPLIANCE CLAUSE AND DURATION

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

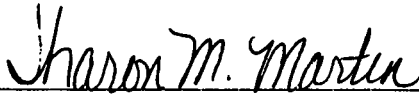
Copies of this agreement shall be printed at the joint and equal expense of the Board and the Association. Sufficient copies shall be printed to

provide the Association with thirty copies.

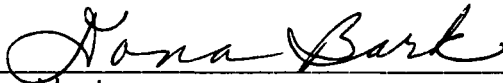
This Agreement shall be effective from July 1, 2006, and shall continue in full force and effect until June 30, 2009, provided however, that this agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice not less than thirty (30) days prior to such expiration date or the expiration date of any renewal thereof of its desire to terminate or modify this agreement.

This agreement constitutes the entire agreement between the parties hereto and any modifications of this agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications, or additions to the agreement during its life.

In witness whereof the parties have caused this agreement to be signed by their respective presidents on the 7th day of June, 2006.



President
THE CENTRAL COMMUNITY
SCHOOL FOOD SERVICE
ASSOCIATION



President
CENTRAL COMMUNITY SCHOOL
BOARD OF EDUCATION

2007-08

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Manager	\$11.74	\$11.89	\$12.04
Hd Cook/ Hd Baker	\$11.39	\$11.54	\$11.64
Cook	\$11.24	\$11.34	\$11.49
General Food Sve.	\$10.29	\$10.34	\$10.39

Longevity: 2007-08 - After 15 years - 10¢
After 20 years - 20¢

2008-09

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Manager	\$12.19	\$12.34	\$12.49
Hd Cook/ Hd Baker	\$11.84	\$11.99	\$12.09
Cook	\$11.69	\$11.74	\$11.94
General Food Sve.	\$10.74	\$10.79	\$10.84

Longevity: 2008-09 - After 15 years - 10¢
After 20 years - 20¢